

Non-Concurrent Enrollment Contract

This Non-Concurrent Enrollment Contract ("Contract") is entered into this agreement this 1st day of July, 2013, by and between The Educational Options Foundation, an Arizona nonprofit corporation ("Foundation") and Cochise County Juvenile Court Services ("Cooperative Organization"). The Educational Options Foundation and Cochise County Juvenile Court Services may be referred to individually or collectively hereafter as "Party" or "Parties".

RECITALS

A. The Foundation operates EdOptions High School ("EOHS"), an Arizona charter school, and is authorized by the Arizona State Board for Charter Schools ("ASBCS") to be an Arizona Online Instruction school, EdOptions Arizona Online Instruction ("EOAOI"), pursuant to A.R.S. § 15-808. Specifically, EOAOI offers online high-school classes to individuals and will award high-school diplomas to students enrolled in EOAOI that meet graduation requirements.

B. Cooperative Organization, as part of its operations, oversees individuals that may be eligible to enroll as students of Foundation and receive the online instruction offered by Foundation.

C. Foundation and Cooperative Organization desire to enter into an agreement setting forth certain terms and conditions that will enable EOAOI to provide online instruction to individuals located at and subject to the Cooperative Organization's operations ("CO Participants"). Furthermore, the Cooperative Organization desires to provide certain services and work, as further described in this Contract, that will facilitate and enable the online instruction to be provided to CO Participants.

In consideration of the mutual covenants herein expressed and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The recitals set forth above are hereby incorporated and made a part of this Contract.
2. Online Instruction. During the Term of this Contract, and subject to Cooperative Organization's compliance with the terms and conditions of this Contract, Foundation will provide online instruction to CO Participants consistent with EdOptions High School's Arizona Online Instruction Application filed with the ASBCS, and as further described on the attached **Exhibit A**, which by this reference is incorporated herein ("Online Instruction").
3. Cooperative Organization's Responsibilities. To facilitate the Foundation providing online instruction to CO Participants, Cooperative Organization agrees to provide certain personnel, equipment and a designated computer and instructional training room(s) to enable CO Participants to receive Online Instruction at Cooperative Organization's facilities, as

more specifically described in the attached **Exhibit B**, which by this reference is incorporated herein ("CO's Responsibilities"). Cooperative Organization shall be responsible for all expenses and costs necessary to fulfill CO's Responsibilities, unless Foundation has provided prior written consent authorizing reimbursement for certain pre-approved expenses. Any requests for reimbursements that have been pre-approved as provided herein shall be accompanied with a copy of receipts evidencing all expenditures.

4. Fees/Support/Service. As consideration for Cooperative Organization's compliance with terms and conditions of this Contract, including, but not limited to, complying with the CO's Responsibilities, Foundation may pay a fee or provide support or service to Cooperative Organization. The Fees/Support/Service provided herein is more specifically described on the attached **Exhibit C**.

Foundation may, in its sole discretion, terminate the Contract as provided in Section 9 or withhold payments due the Cooperative Organization for services rendered, if the Cooperative Organization fails to satisfactorily comply with a term or condition of this Contract.

5. Term. Subject to the terms and conditions of this Contract, the initial term of this Contract shall be from July 1, 2013, through June 30, 2014. The Term may be extended on an annual basis upon written approval signed by both Parties, no later than the end of each Term preceding the start of the new Contract. 

6. Approval. Cooperative Organization acknowledges and agrees that personnel retained by Cooperative Organization to fulfill CO's Responsibilities, including, but not limited to staff, tutors and instructors, located at Cooperative Organization's facility, shall be employees of the Cooperative Organization, and Cooperative Organization shall be solely responsible for hiring, compensation, termination and all aspects of an employer-employee relationship. Foundation shall have the right to approve or disapprove, in its sole discretion, any individual hired by Cooperative Organization who is deemed not qualified or fails to provide the type of services or quality of training expected by Foundation with respect to CO's Responsibilities. Foundation shall deliver such notice in writing and the basis for the decision, whereupon Cooperative Organization shall find a replacement within thirty (30) days after the notice is received.

7. Indemnity. Cooperative Organization shall, at its expense, pay, defend, with counsel reasonably acceptable to Foundation, indemnify, and hold harmless Foundation, EOHS, and EOAOL, and its officers, directors, employees, agents and contractors, for, from, and against any and all Losses (or threat thereof) made directly or indirectly against or incurred by any of them arising from or related to: (i) any breach of any Cooperative Organization's obligation, representation, or warranty made in this Contract; (ii) any claims or demands by any of Cooperative Organization's employees or former employees to the extent based upon or arising out of in any way from Cooperative Organization's activities under this Contract; (iii) any claims for bodily injury (including death and any allegation of child abuse or injury to a minor) or damage to tangible personal or real property, to the extent based upon, or arising out of, the negligence or willful misconduct of Cooperative Organization and its officer, directors, employees, agents, and individuals under its control or responsibility. Cooperative

Organization's obligation to indemnify, defend, and hold harmless Foundation shall not be eliminated or reduced by any actual or alleged concurrent negligence of Foundation or its officer, directors, employees, agents or contractors. "Losses" as used herein mean liabilities, judgments, claims, settlements, monetary losses, damages, charges, liens, taxes, penalties, fines, obligations and expenses (including reasonable attorneys' fees and court costs and costs of investigation).

8. Insurance. Cooperative Organization shall maintain, at its expense, a commercial general liability insurance policy insuring against claims for bodily injury, death, property damage, and the negligent or intentional acts or omissions of its employees in connection with Cooperative Organization's activities and performance under this Contract in an amount not less than \$1 million per occurrence. The insurance as required herein shall be issued by an insurance company authorized to do business in Arizona and shall name Foundation as an additional insured. Within fifteen (15) days of the execution of this Contract, Cooperative Organization shall provide a certificate of insurance, evidencing compliance with the insurance requirements set forth herein. Cooperative Organization shall instruct its insurance company to give Foundation thirty (30) days advance notice of any insurance cancellation. Cooperative Organization shall provide renewal certificates as appropriate during the term of the Contract. In the event the Cooperative Organization is self-insured, the Cooperative Organization shall, prior to execution of this Contract, provide information verifying Cooperative Organization's self-insurance coverage, as well as any limits or conditions to such coverage. Foundation may determine, in its sole and absolute discretion, whether to allow the Cooperative Organization to self-insure.

9. Termination.

a. Termination for Convenience. Either party may terminate this Contract for convenience by providing thirty (30) days advance written notice.

b. Termination for Default. Foundation shall have the right to terminate this Contract for default, by written notice to Cooperative Organization, if Foundation has a reasonable basis to believe that Cooperative Organization has:

- I. Failed to comply with the terms and conditions of this Contract, including, but not limited to, compliance with CO's Responsibilities;
- II. Failed to ensure the health or safety of any student, teacher or instructor for whom services are being provided under this Contract; or
- III. Violated any applicable law or regulation.

If it is later determined that Cooperative Organization was not in default, the termination shall be considered a termination for convenience by Foundation.

c. Termination Procedure. Upon Termination of this Contract, Cooperative Organization shall deliver to Foundation all records, data and materials of Foundation or information concerning students of Foundation that may be in Cooperative Organization's

control or possession. Cooperative Organization shall be entitled to payment of any Fees/Support/Service received by Foundation for instruction provided through the date of termination, subject to Foundation's right to withhold any amounts due that Foundation reasonably deems necessary to protect Foundation from potential loss or liability caused by Cooperative Organization's actions or omissions. The rights and remedies of Foundation provided in this Section 9 are not exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

10. Representations and Warranties. Each party represents and warrants the following:

a. Organization and Qualification. Upon execution of this Contract, each Party is (i) duly organized, validly existing, and in good standing under the laws of Arizona, and (ii) has the authority to enter into this Contract.

b. Due Authorization. The execution, delivery, and performance of this Contract has been duly authorized, and this Contract constitutes a valid and binding agreement, enforceable in accordance with its terms.

11. Miscellaneous.

a. Notices. For purposes of this Contract the address of each Party shall be: Foundation:

Educational Options Foundation
2150 E. Southern Ave
Tempe, AZ 85282
Facsimile No. 480-621-3384
Attention: Mr. Jeff Sawner

Cooperative Organization: Cochise County Juvenile Court Services
100 Colonia de Salud
Sierra Vista, AZ 85635
Attention: Delcy Scull

Any notice shall be made in writing and (i) delivered personally, with a written acknowledgment of receipt, or (ii) may be sent by overnight delivery service; or (iii) sent by certified mail, return receipt requested; or (iv) sent by facsimile transmission, with electronic confirmation; and in each case addressed to the other Party at the address set forth above or such other address subsequently notified in writing by either Party to the other, and shall be deemed for the purposes of this Contract to have been given or made when first received.

b. Assignment. This Contract will be binding on the Parties and their successors and permitted assigns. Neither party may assign this Contract without the other Party's prior written consent.

c. Governing Law. This Contract shall be governed by and constructed in accordance with the laws of the State of Arizona. The Parties consent and submit to the exclusive jurisdiction and venue of the state and federal courts located in Maricopa County of the State of Arizona for any proceeding at law or in equity for any disputes regarding this Contract.

d. Modification or Waiver. No modification of this Contract shall be deemed effective, unless in writing and signed by the parties hereto, and any waiver granted shall not be deemed effective unless in writing, signed by the party against whom enforcement of the waiver is sought.

e. Attorneys' Fees. If any action or proceeding shall be initiated to resolve any dispute under this Contract for, or on account of any breach of, or to enforce or interpret any of the terms, covenants, or conditions of this Contract, the prevailing party shall be entitled to recover from the other party, as part of the prevailing party's costs, reasonable attorneys' fees, the amount of which shall be fixed by the court.

f. Counterparts. This Contract may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which shall constitute one document. All signed facsimile copies of this Contract shall be deemed as valid as originals.

g. Severability. If any one or more of the provisions of this Contract shall be held or found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

h. Entire Agreement. This Contract, including the attached exhibits, constitutes the entire understanding between the Parties relating to the subject matter of this Contract, and, unless expressly stated otherwise in this Contract, supersedes all prior representations, writings, negotiations, or understandings hereto. Despite the possibility that one Party may have prepared the initial draft of this Contract or played a greater role in the preparation of subsequent drafts, the Parties agree that they have negotiated at arms' length and have had the opportunity to engage legal counsel of their own choice. Neither Party shall be deemed the drafter of this Contract, and this Contract shall be construed as though jointly prepared by the Parties, without favor to either party.

i. Further Assurances. Each Party agrees to take, or cause to be taken, all such further or other actions as shall reasonably be necessary to make effective, to consummate, and to perform the undertakings and obligations contemplated by this Contract.

j. Conflict of Interest. This Contract is subject to cancellation in accordance with A.R.S. § 38-511.

k. Records and Audit. Pursuant to A.R.S. §§ 35-214 & 215, Cooperative Organization shall retain all data and other records relating to performance of this Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by Foundation at reasonable times. Upon request, Cooperative Organization

will produce a legible copy of any or all such records. At any time during this Contract and five (5) years thereafter, the Cooperative Organization's books and records shall be subject to audit as permitted by law, to the extent that the books and records relate to the performance of the Contract.

l. Non-Discrimination. The Cooperative Organization shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

m. Legal Compliance. By entering in this Contract, Cooperative Organization warrants compliance with A.R.S. § 41-4401, A.R.S. § 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. Foundation may request verification of compliance from any contractor or subcontractor performing work under this Contract. Foundation reserves the right to confirm compliance in accordance with applicable laws. Should Foundation suspect or find that Cooperative Organization or any of its subcontractors are not in compliance, Foundation may pursue any and all remedies allowed by law, including, but not limited to, termination of the Contract. All costs necessary to verify compliance are the responsibility of the Cooperative Organization.

n. Scrutinized Business Operations. In accordance with A.R.S. § 35-391 through A.R.S. § 35-393, Cooperative Organization certifies its operations are not in violation of the Export Administration Act, and it does not have any business operation in Sudan or Iran.

o. FERPA Compliance. Both parties will ensure that the dissemination and disposition of educational records complies at all times with the Family Educational Rights and Privacy Act of 1974 and any subsequent amendments thereto.

The Parties execute this Contract as of the date set forth below indicating their agreement to the terms and conditions set forth herein.

"Foundation"

The Educational Options Foundation,
an Arizona nonprofit corporation

By: 
Name: Jeff Sawyer
Title: Vice President
Date: 6-20-13

"Cooperative Organization"

Cochise County Juvenile Court Services

By: 
Name: Delcy Scull
Title: Juvenile Court Services Director
Date: 6/18/13

Exhibit A

EOAOI Course Requirements

Graduation requirements are as follows:

English (4 credits):

This requirement must be met by completing one credit each of English I, English II, English III, and English IV or options that satisfy this requirement.

Math (4 credits):

This requirement must be met by earning credit in Algebra I, Geometry, Algebra II (or its equivalent), and an additional course with significant mathematics content. Consumer Math or Integrated Math fulfills the requirement for the fourth mathematics credit.

Science (3 credits):

This requirement can be met by earning 3 credits in any science course which prepares students for the high school AIMS test.

Social Studies (3 credits):

This requirement must be met by earning one credit of World History and Geography, one credit of US/Arizona History, one-half (.5) credit of US/Arizona Government, and one-half (.5) credit of Economics.

Art (Fine or Practical) (1 credit):

This requirement can be met by earning one credit in either the Fine or Practical Arts. The Fine Arts include Visual Arts, such as Art History, and the Practical Arts include Career and Technical Education courses.

Electives (7 credits):

This requirement can be met by successfully completing any 7 credits of elective course offerings.

AIMS:

Students shall meet all competencies as outlined in the Arizona Academic Standards as measured by the Arizona Instrument to Measure Standards in order to graduate from EOHS.

Grades

Students attending EOAOI will be assessed using the following grading scales. Students will be expected to follow the Academic Misconduct and Cheating policy (plagiarism) as outlined in the student handbook.

Grading Scale	GPA	Weighted GPA
A = 90 -100	A = 4.0	A = 5.0
B = 80- 89	B = 3.0	B = 4.0
C = 70 - 79	C = 2.0	C = 2.5
D = 60 - 69	D = 1.0	D = 1.0
F = 0 - 59	F = No Credit	F = no Credit

Pass/Fail grades are awarded for the Student Assistant and Physical Education programs and when a student tests out of a course. A grade of "P" is not used to determine grade-point value and does not count toward Honor Roll. NCAA interprets a "P" grade as a "D" grade according to NCAA guidelines.

Additional Grades

NCR No Credit (Students receive this grade when they have met course requirements but have not met the attendance requirement.)

INC Incomplete (An incomplete grade must be made up no later than two weeks after the quarter ends.)

NG No Grade (Usually given to transfer students when transcripts have not arrived or student was not in school for a long enough period to attempt a grade.)

W Withdraw

WF Withdraw/Fail

Transfer Students

Transfer students are expected to enroll in a full schedule when they transfer into the high school. They are responsible for meeting EdOptions High School graduation requirements. Course work completed outside EOAOI will be evaluated to determine if credit will be awarded. Incoming students must earn a minimum of three (3) credits from EOHS or EOAOI to be eligible for an EOHS diploma.

Transfer Students with a General Equivalency Diploma (GED)

Per Title 7, Section R7-2-302, Paragraph 5, governing boards are required to provide students the opportunity to demonstrate competency in any graduation requirement area as outlined in subsection (1)(a) through (1)(g) of R7-2-302. In consideration of the intent of this language, EOHS makes the following consideration for students transferring to EOHS with successful completion of a General Equivalency Diploma (GED).

Students transferring into EOHS after successful completion of a GED are determined to be at a grade-level equal to promotion to the junior year of high school earning all credits required for such competency. Specifically successful GED completion will be credited as:

- Language Arts- Two (2) Credits (Grades 9 & 10)
- Mathematics- Two (2) Credits (Algebra & Geometry Grades 9 & 10)
- Social Studies- Two (2) Credits (World Studies & U.S. History)
- Science- Two (2) Credits (Biology & Earth)
- Electives- Two (2) Credits

Any ninth and tenth grade core academic credits that the student has already attained by successful completion of course work will be credited as such and any relevant GED credit will be transferred to elective credit.

Credits transferred from a GED for the purposes of fulfilling high school completion requirements will be recorded as a non-weighted grade of grade of "P."

Exhibit B

(CO's Responsibilities)

Exhibit B will be modified to specify the CO's Responsibilities. The following list includes a range of possible services that may be provided by the Cooperative Organization. The exhibit will be modified to meet the situation and the needs of the student population.

1. Cooperative Organization will provide, at its sole cost and expense, a suitable location, services, and staff to provide the Online Instruction to CO Participants, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

- a. Computer lab

- I. Secure

- II. Safe

- III. Staffed with an adults (min 1 per 25 students) parapro/security, having a current DPS fingerprint clearance card meeting the requirements of A.R.S. § 15-512 tv. Enough serviceable hardware to provide computer access

- IV. Internet access greater than 2Meg with wireless access

- V. Available to students a minimum of 25 hours per week

If additional computers are needed they can be leased from Educational Options Foundation for the exclusive use of our shared students.

- B. Support/tutors/parapro

- I. Academically able to support student learning

- II. Over the age of 21

- III. A current DPS fingerprint clearance card in accordance with A.R.S. § 15-512

- IV. Willing to act as liaison between Foundation staff and students.

1. Assist in the monitoring of student progress, participation, and performance.

2. Proctor all tests.

- V. Coordinate midterm and final exams with Foundation online teachers c. State testing – AIMS/Stanford 9

- VI. Assist in preparing student for AIMS/Stanford 9 test as determined by student's test history
- VII. Administer AIMS/Stanford 9 test on the appropriate day for the content area as mandated by ADE
- VIII. Secure and process AIMS/Stanford 9 tests back to the Foundation

C. Guidance

- I. Supply appropriate enrollment documents to Foundation registrar including but not limited to:
 - 1. Birth Certificate
 - 2. Enrollment form signed by parent or guardian if student is under 18
 - 3. Immunization records
 - 4. Transcript of all previous earned high school credits
- II. Act as liaison with Foundation staff to develop and maintain student graduation plans
- III. Assist in on-site academic support to ensure student academic success
- IV. Assist Foundation staff as may be reasonably requested e. Special Education (SPED) and ELL
- V. Provide all SPED and ELL services to enrolled students.
- VI. Provide copies of IEPs and related documents to the Foundation SPED representative
- VII. Participate in transfer, renewal and re-evaluation meetings xxi. Provide screening services for re-evaluation. Provide screening services for students identified through Child Find and RTI as possible SPED.

2. Cooperative Organization shall collect and produce the following written reports or other written documents:

a. Student time sheets and Lab attendance sign-in sheets

I. Time sheets will be completed by the student and submitted to the foundation each Monday

II. A lab attendance student sign-in sheet will be maintained at the lab site to track attendance in the lab.

b. Any other reports necessary to enable Foundation to comply with any attendance reporting requirements as required by A.R.S. § 15-808.

All written reports required under this Contract shall be delivered to Foundation as may be requested by Foundation and in accordance with reporting requirements set forth in A.R.S. § 15-808.

Exhibit C (Fees/Support/Service)

As consideration for Cooperative Organization's compliance with the terms and Conditions of this Contract, Foundation shall provide the following Fee/Support/Service each month that the average daily attendance based on submitted student time sheets is ten (10) or more full time students. A student must log 30 hours per week to qualify as a full time student. The Fee/Support/Service is based on the services provided by the CO detailed in Exhibit B.

Foundation will supply:

1. Provide training and support to the lab staff
2. AIMS test training

Cooperative Organization will receive \$1.00 for each hour logged on a time sheet by an enrolled student. Time will be recorded and payments calculated based on valid time sheets that are correctly filled out, signed, and submitted. The maximum numbers of hours payable is 900 per student for AOI students based on state statute.

Payment will be made by the 10th of the month based on valid time sheets received by EdOptions High School by the last school day of the month.